

INSURANCE POLICY - ORIGINAL

Policy Number:	PN-620890
Insured Name:	BlueWave Systems
Inception Date:	2025-05-15
Expiration Date:	2026-05-15
Duration:	12 months
Payment Terms:	210 days from inception
Policy Limit:	\$64,564,727

Financial Information

Insured Value:	\$72,963,341
Premium:	\$108,741
Brokerage Commission:	23.0%

Deductibles

All Other Loss:	\$2,767,000 each and every loss
Earthquake:	\$22,977,000 each and every loss
Named Windstorm:	\$18,531,000 each and every loss
Flood:	\$92,670,000 each and every loss

Self Insured Retention (SIR)

\$11,938,000 each and every loss

Sublimits

Flood:	\$25,000,000
Sfha Flood:	\$5,000,000
Earthquake:	Policy Limit
California Earthquake:	\$20,000,000
Named Windstorm:	Policy Limit
Accidental Interruption:	\$10,000,000
Ammonia Contamination:	\$50,000,000
Automatic Coverage:	\$10,000,000
Contingent Time Element:	\$50,000,000
Errors Omissions:	\$50,000,000
Gross Profits:	18 months
Ingress Egress:	\$50,000,000
Miscellaneous Property:	\$25,000,000
Ordinary Payroll:	365 days
Rental Property:	\$10,000,000
Rolling Stock:	\$50,000,000
Transportation:	\$50,000,000
Valuable Papers Records:	\$10,000,000

Exclusions and Clauses

Terrorism:

Terrorism Exclusion Endorsement (NMA2919)

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or (2) any act of terrorism. For the purpose of this exclusion, an act of terrorism means an activity, including the threat of an activity or the preparation for an activity, whether violent or nonviolent, that appears to be intended to (i) intimidate, coerce, or retaliate against any segment of the civilian population, or (ii) disrupt any segment of the economy, or (iii) influence the policy of a government by intimidation, coercion, or retaliation, or (iv) advance a political, religious,

ideological, or ethnic cause. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Nuclear:

CL 370 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, and Electromagnetic Weapons Exclusion Clause

Communicable Disease:

Communicable Disease Endorsement (LMA5393)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: 2.1. for a Communicable Disease, or 2.2. any property insured hereunder that is affected by such Communicable Disease. 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder. 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same.

Cyber:

Cyber Exclusion Clause (LMA5401)

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any: 1.1 Cyber Loss; 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording. Definitions 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident. 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System. 6 Cyber Incident means: 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System. 7 Computer System means: 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party. 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Sanctions:

Excluded

Microorganism:**Microorganism Exclusion (LMA5018)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

Transmission & Distribution Lines:

Included

Coverage Information

Earthquake:	Excluded
Strikes, Riots, Civil Commotion:	Excluded
Named Windstorm:	Excluded
Flood:	Excluded